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ATTORNEYS FOR SPARTAN LIGHT METAL PRODUCTS COMPANY INC.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

GENERAL MOTORS CORP., *et al.*,

Debtors.

Chapter 11

Case No. 09-50026 (REG)

(Jointly Administered)

**OBJECTION OF SPARTAN LIGHT METAL PRODUCTS COMPANY INC.
TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF
PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

Spartan Light Metal Products Company Inc. ("Spartan"), by and through undersigned counsel, hereby files this objection to the *Notice of (I) Debtors' Intent To Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* (the "Assumption and

Assignment Notice”). In support of its objection, Spartan states as follows:

1. Pursuant to the *Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (I) Approving Procedures for Sale of Debtors’ Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice* (the “Sale Procedures Order”), General Motors Corporation (“GM”) and certain of its affiliates served an Assumption and Assignment Notice dated as of June 5, 2009.

2. The Assumption and Assignment Notice advises Spartan that the Debtors may assume and assign 144 contracts with Spartan (collectively, the “Spartan Contracts”) in connection with the sale of Debtors’ Assets to Vehicle Acquisition Holdings LLC, which contracts are listed on the Contract Website.

3. The Assumption and Assignment Notice further advises Spartan that the Purchaser will pay the undisputed portion of the Cure Amounts on or as soon as reasonably practicable after the currently undefined “Assumption Effective Date.”

4. Spartan objects to the Assumption and Assignment Notice on the basis that the Debtors’ Cure Amounts set forth on the Contract Website (a) do not include amounts outstanding for post-Commencement Date deliveries and (b) are subject to change pending the “Assumption Effective Date.” As set forth on the Contract Website, Spartan is owed \$513,235.20 under the Assumable Executory Contracts (*i.e.*, the Spartan Contracts) for product delivered prior to the Commencement Date. In addition, as of the date hereof Spartan has delivered \$131,587.60 of products to the Debtors after the Commencement Date.

5. Furthermore, the Cure Amounts due Spartan are subject to change as a result of any future deliveries or payments made under the Assumable Executory Contracts which occur prior to the "Assumption Effective Date." All amounts due and owing under an assumed contract, whether arising prior or subsequent to the Commencement Date and including transactions through the "Assumption Effective Date," must be promptly cured as a condition to assumption and assignment to the Purchaser.

6. Because the legal points and authorities upon which this objection relies do not represent novel theories of law, Spartan respectfully requests that the requirement of service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE, Spartan Light Metal Products Company Inc. requests that the Court condition the assumption and assignment of any of the Spartan Contracts to Vehicle Acquisition Holdings LLC, or to any other purchaser of GM's businesses, on the prior payment of the full and correct cure amount owing as of the effective date of the assumption and assignment, together with such other relief as is just and proper.

Dated: June 15, 2009
New York, NY

DAY PITNEY LLP

By: /s/ Richard M. Meth

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